

ORDINANCE 864-1-2023

AN ORDINANCE AUTHORIZING THE VILLAGE MAYOR TO EXECUTE A TWO-YEAR EXTENSION FOR EXCLUSIVE RESIDENTIAL WASTE DISPOSAL IN THE VILLAGE WITH WASTE MANAGEMENT AND NOT DECLARING AN EMERGENCY

WHEREAS, the Village executed a five year agreement with Waste Management for exclusive waste hauling within the Village pursuant to a contract authorized by Ordinance 687-01-18 passed by emergency on March 20, 2018, and expiring March 31, 2023 but containing an option for a two year extension from April 1, 2023 to March 31, 2025.

WHEREAS, the Village desires to execute the two year addendum incorporating all of the provision of the earlier contract except for rate increases as reflected in exhibit A, attached hereto.

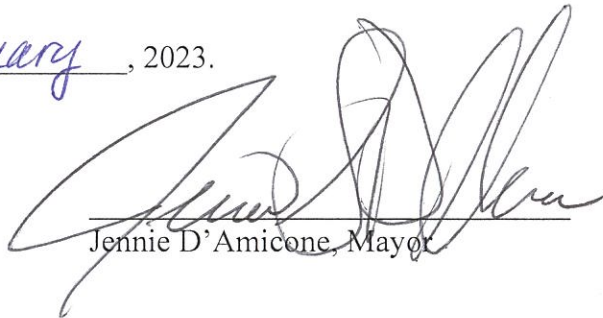
NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Roaming Shores, Ohio:

SECTION 1. That the Mayor is herein authorized to execute a two-year addendum with Waste Management for exclusive residential trash collection and pursuant to a contract authorized by Ordinance 687-01-2018 and passed by Council on March 20, 2018. The terms of the original contract shall remain in effect except as modified by rate increases shown in Exhibit A attached hereto. The addendum shall run from April 1, 2023, until March 31, 2025.

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.


SECTION 3. This ordinance is not an emergency for the health, safety and welfare of the community and shall take effect within thirty days after passage.

PASSED this 21st day of February, 2023.



Jennie D'Amicone, Mayor

ATTEST:



Kerri Philips, Clerk/Treasurer



Kyle B. Smith, Solicitor

I hereby certify that a summary of the foregoing ordinance was published twice by the Gazette News on the following dates, _____ and _____, 2023.

Village Clerk

Attachment “A”

Residential monthly Pricing:

	Rate per Month		
	Current	1-Apr-23	1-Apr-24
64 Gallon Cart Service	\$ 16.82	\$ 17.49	\$ 18.19
96 Gallon Cart Service	\$ 18.77	\$ 19.52	\$ 20.30
2 - 96 Gallon Cart Service	\$ 22.57	\$ 23.47	\$ 24.41
3 - 96 Gallon Cart Service	\$ 26.32	\$ 27.37	\$ 28.47
Blue Bag	\$ 2.81	\$ 2.94	\$ 3.03
64 Gallon EOW Recycling Service	NA	\$ 5.50	\$ 5.72

350 Required Customers

In conjunction with the Village, WM will help promote subscription curbside recycling for the residents. The service would be with a yellow lid 65 gallon recycle cart collected on the same day as trash service every other week. WM would require a minimum of 350 subscribers to start the program. If the minimum is not reached WM has sole discretion to cancel the recycling program.

Village Wide Annual Clean-Up

The fee for this service will be included in the hauling contract and incrementally paid by the residents of the Village through regular trash collection rates. Eight (8) 40 yard dumpsters hauled at no charge the first weekend in May.

**FIRST AMENDMENT TO
REFUSE AND RECYCLING COLLECTION SERVICE AGREEMENT**

This First Amendment to Refuse and Recycling Collection Service Agreement (the "First Amendment") is made this ____ day of March, 2023, by and between the Village of Roaming Shores, Ohio (the "Village") and Waste Management of Ohio, Inc. (the "Contractor") (Village and Contractor each a "Party" and collectively the "Parties").

WHEREAS, the Village and the Contractor executed a to Refuse and Recycling Collection Service Agreement effective April 1, 2018, (collectively the "Agreement"); and

WHEREAS, the current term of the Agreement extends through March 31, 2023; and

WHEREAS, the Parties now wish to amend the Agreement to extend its term and revise its pricing, all as described in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

RECITALS

1. WMO is in the business of providing waste and recycling collection services throughout Ohio (the "Territory").
2. The Village is in need of residential refuse pick up and recycling collection services.
3. The parties have determined to extend this exclusive Agreement in which WMO will contract with the Village to provide exclusive residential refuse and recycling collection services (the "Services").
4. The terms and conditions of this Agreement are as follows:

TERMS AND CONDITIONS

1. Services to be Provided by WMO

- A) WMO will provide the Village residents with weekly pickup of refuse per the detailed specifications in the bid documents, and every other week collection of recyclable items.
- B) Refuse and recyclables will be collected by WMO vehicles with designated routes.
- C) The holiday schedule is: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a Holiday falls on one of the collection days, the Contractor shall provide service on the next available day.

D) In the event that WMO is unable to perform collection duties due to severe weather condition, WMO will notify the Village designee of such occurrence.

2. Residential Services

WMO shall submit an invoice on a quarterly basis directly to the residents for the various service bid rates per "Attachment A".

3. Fuel Surcharge

There will be no fuel charge.

4. Compliance

WMO shall comply with all applicable laws, regulations and permits.

5. Indemnification

WMO will indemnify the Village for any liabilities that may arise from WMO's negligent performance under the Contract.

6. Waste Materials

The Village represents and warrants that the waste materials delivered to WMO hereunder will not contain any waste tires, regulated hazardous, toxic, special, or radioactive wastes or substances as defined by applicable federal, state, local laws or regulations.

7. Term

The term of this Contract shall be for a period of five (2) years beginning April 1, 2023 and ending March 31, 2025, extension options to be mutually agreed upon by both parties.

8. Default

Either party may terminate this Agreement if:

A) the other party fails to comply with a term or condition of the Agreement, and fails to correct such failure within thirty (30) days of receiving written notice of such failure, or

B) files a petition in bankruptcy or is insolvent

9. Franchise Administrative Fee:

WMO agrees to pay the Village a Franchise Fee of \$7,000.00 no later than April 1st of each contract year.

10. Government Fees:

The Village and WMO agree that any additional government fees imposed by any local, state or federal governmental agency or body, which affect the cost of services provided by WMO shall be passed through and added to monthly or quarterly invoices.

11. Miscellaneous:

This Agreement, along with the bid specifications and WMO's bid submission, constitutes the entire agreement between the parties. No other oral or written representation or agreement shall have any bearing on the interpretation or meaning of this Agreement. No provision of this Agreement may be added, deleted, modified or waived other than by the written agreement of both parties.

WASTE MANAGEMENT OF OHIO, INC.

Doug Reams Area Sales Manager

Name and Title

Doug Reams

Signature

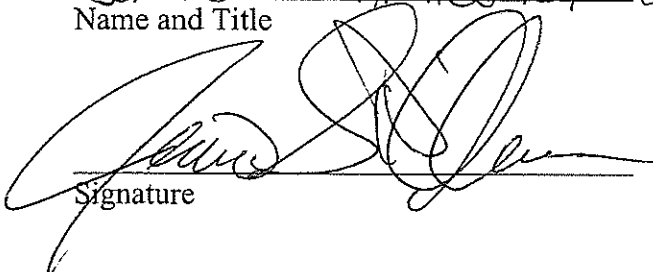
3/16/2023

Date

THE VILLAGE OF ROAMING SHORES

Jennie S. D'Amicone, Mayor Village of Roaming Shores

Name and Title



Signature

3-7-23

Date